

# **Exhibit A**

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

CAREMARK PCS HEALTH, L.P.,	)	
	)	Docket No. 07 C 6272
Plaintiff,	)	
	)	Chicago, Illinois
v	)	November 13, 2007
	)	1:30 p.m.
WALGREEN COMPANY, an	)	
Illinois corporation,	)	
	)	
Defendant	)	

TRANSCRIPT OF PROCEEDINGS  
BEFORE THE HONORABLE MARK R. FILIP

PRESENT:

For the Plaintiff:      HOWARD M. PEARL  
                             PETER J. KOCORAS  
                             Winston & Strawn LLP  
                             35 East Wacker Drive  
                             Chicago, Illinois 60601-9703

For the Defendant:      ANDREW B. BLOOMER  
                             RICHARD C. GODFREY  
                             MICHAEL A. DUFFY  
                             Kirkland & Ellis LLP  
                             200 East Randolph Drive  
                             Chicago, Illinois 60601

Court Reporter:      Lois A. LaCorte  
                             219 South Dearborn Room 1918  
                             Chicago, Illinois 60604  
                             (312) 435-5558

1 This is a breach of contract case, and it's a breach of  
2 contract case on a hyper accelerated period, meaning the  
3 period in this case is limited. No one is going back over  
4 years to talk about alleged damages.

5 So the first question confronting the court is is there  
6 an adequate remedy at law here for this plaintiff on a claim  
7 for breach of contract. And what they have said is "Well, we  
8 suffered direct damages." They're at least \$75,000, they know  
9 that for sure, and we have had people who have gone out and  
10 been contacting plan participants and doing other things and  
11 that's additional cost. All of this is the type of stuff day  
12 in and day out in this court and other courts that's  
13 monetizable. That's the first point.

14 If there is an adequate remedy at law, and there is, and  
15 that's not something I think is even disputed, it's confirmed  
16 by the plaintiff with its filings and certainly its letter  
17 today, then the question ends there.

18 The question of irreparable harm. I don't think anyone  
19 would disagree with the idea that one can contemplate dire  
20 situations for any particular person, but irreparable harm,  
21 like any other requirement, can't be based on speculation.  
22 And there is a point here that I think is overlooked and that  
23 is this contract goes back to 2001. From 2001 through July of  
24 2007, according to the plaintiffs, there is a 10-day  
25 termination period.